

## REMARKS

This Amendment is in response to the Office Action mailed on April 9, 2007 in which claims 1-24 were rejected. With this Reply, claims 1 and 11 are amended, and claims 33 and 34 are added. Claims 1-9, 11-24 and added claims 33 and 34 are presented by the Applicants for reconsideration and allowance.

### 1. *REJECTION OF CLAIMS 1, 2, 5-13 AND 16-24 UNDER 35 U.S.C. §103(a) AS BEING UNPATENTABLE OVER BRANTLEY*

Page 2 of the Office Action rejected claims 1, 2, 5-13 and 16-24 under 35 U.S.C. § 103(a) as being unpatentable over *Brantley* (U.S. Patent No. 5,580,049) in view of *Meyer* (U.S. Patent No. 5,306,002). Claims 1 and 11 are independent claims. Claims 2 and 5-9, and claims 12, 13 and 16-24 depend from independent claims 1 and 11, respectively. With this Amendment, independent claims 1 and 11 are amended to more clearly set forth the invention and are now believed to be patentably distinguishable over the cited prior art.

Independent claim 1, as amended, recites a game ball including a molded, spherical carcass and a one-piece seamless cover. The spherical carcass has an outer surface, and the outer surface defines at least one inwardly extending channel. The cover is free of a backing layer. The cover surrounds the carcass and is bonded to the carcass without an adhesive. The cover has a thickness less than 0.5 mm, and is configured to conform to the contours of the outer surface such that the at least one inwardly extending channel of the carcass forms at least one elongate recess in an outer surface of the cover.

Independent claim 11, as amended, recites a game ball including a molded carcass and a cover layer formed without a backing layer and without seams. The carcass has an outer surface, and the outer surface defines at least one inwardly extending channel. The cover layer substantially surrounds the carcass. The cover layer has a thickness less than 0.8 mm. The cover layer is a sprayed-on cover, a painted-on cover, an electro-statically painted-

on cover, a brushed-on cover, a dipped-on cover, or combination of these types of covers. The cover is configured to conform to the contours of the outer surface such that the at least one inwardly extending channel of the carcass forms at least one elongate recess in an outer surface of the cover.

Neither *Brantley* nor *Meyer* disclose, teach or suggest the game ball of either amended claim 1 or amended claim 11. In particular, neither *Brantley* nor *Meyer* teach, disclose or suggest a game ball having a game ball including a molded carcass and a cover layer formed without a backing layer and without seams, wherein the outer surface of the carcass defines at least one inwardly extending channel. Further, neither *Brantley* nor *Meyer* teach, disclose or suggest a game ball having a one-piece, seamless cover having a thickness of less than 0.5 mm or less than 0.8mm, and is configured to conform to the contours of the outer surface of the carcass such that the at least one inwardly extending channel of the carcass forms at least one elongate recess in an outer surface of the cover.

In contrast, *Brantley* exclusively discloses a cover formed from 32 hexagonal panels that are stitched together to form the seamed cover of a soccer ball. Each of the thirty panels comprising the cover include a mat of fibers (a backing) impregnated with a polyurethane material. The impregnated fiber mat or backing is then coated with a top coat. *Brantley* is directed toward a cover formed of a fiber mat wherein the fibers have a low denier value thereby providing the cover with a soft feel. The stitched panels of the cover are then stitched to a liner formed of non-elastic material embedded in a PVC. The soccer ball of *Brantley* further includes a bladder *Brantley* does not teach, suggest or disclose a carcass defining at least one elongate channel, and also does not teach, suggest or disclose a thin cover positioned over the carcass and conforming to the outer surface of the carcass to form at least one elongate recess in the outer surface of the cover.

The heart of the invention of *Brantley* is the selection of fibers used in the mat or backing of the cover. *Brantley* is devoid of any disclosure, teaching or suggestion

indicating that a cover should be formed without a backing. Rather, *Brantley* necessarily teaches away from the formation of a cover without a backing or a mat of fibers as required by the claims 1 and 11. Further, the thickness of the cover of *Brantley* can range from 0.5 mm to 2.5 mm, preferably 1.0 to 2.0 mm, and more preferably 1.3 to 1.6 mm. Accordingly, *Brantley* does not teach, suggest or disclose the limitations and elements of either amended claim 1 or amended claim 11.

Also in contrast to the limitations of claims 1 and 11, as amended, *Meyer* specifically teaches a basketball having an outer surface that is devoid of lines, indentations, seams, stitching, indicia or the like. The basketball of *Meyer* consists of a bladder and an outer cover. The bladder is similar in form and construction to that of a conventional basketball. *Meyer* does not disclose a carcass other than the bladder itself. Further, there is no suggestion to combine *Brantley* with *Meyer*. *Brantley* is specifically directed to a 32 panel stitched soccer ball and *Meyer* is directed toward a basketball devoid of lines, indentations, seams or stitching and having a uniform continuous surface. One of ordinary skill in the art would look to combine *Brantley* with *Meyer* because the references specifically teach away from each other.

It is respectfully submitted that claims 1 and 11, as amended, are each patentable over *Brantley* for at least the reasons stated above. Accordingly, because claims 2 and 5-9 depend from claim 1 and claims 12, 13 and 16-24 depend from claim 11, claims 2, 5-9, 12, 13 and 16-24 are also believed to be patentable over *Brantley* for at least the same reasons.

**1. REJECTION OF CLAIMS 3, 4, 14 AND 15 UNDER 35 U.S.C. §103(a) AS BEING UNPATENTABLE OVER BRANTLEY AS MODIFIED BY MEYER,  
IN FURTHER VIEW OF WAY**

Page 3 of the Office Action rejected claims 3, 4, 14 and 15 under 35 U.S.C. § 103(a) as being unpatentable over *Brantley* as modified by *Meyer*, and in further view of *Way* (U.S. Patent No. 2,945,693). Claims 3 and 4 depend from amended independent

claim 1, and claim 14 and 15 depend from amended claim 11. With this Amendment, independent claims 1 and 11 are amended to more clearly set forth the invention and are now believed to be patentably distinguishable over the cited prior art.

*Brantley, Meyer or Way*, either individually or in combination, do not teach, suggest or disclose the combination of elements and limitations of amended claim 1 or amended claim 11. *Brantley* and *Meyer* teach away from each other and do not individually or collectively teach, suggest or disclose the combination of elements and limitations of claims 1 and 11, as amended. *Way* merely discloses a threaded bladder, but does not overcome the deficiencies existing in the attempted combination of *Brantley* and *Meyer*. Accordingly, it is respectfully submitted that amended claim 1 and amended claim 11 are patentable over *Brantley, Meyer* and *Way* for at least the reasons stated above. Additionally, claims 3 and 4, which depend from amended claim 1, and claims 14 and 15, which depend from amended claim 11, are believed to be patentable over *Brantley, Meyer* and *Way* for at least the same reasons.

### 3. ADDED CLAIMS

With this Reply claims 31 and 32 are added. Claims 31 and 32 depend from amended independent claims 1 and 11, respectively. It is respectfully submitted that the cited prior art does not teach, suggest or disclose the combination of elements of claim 31 or claim 32 for the at least the same reasons stated above. Accordingly, it is respectfully submitted that new claims 31 and 32 are patentable over the cited prior art.

### 4. CONCLUSION

Applicants respectfully request reconsideration of claims 1-9 and 11-24, and consideration of added claims 31 and 32. Applicants believe that the present application is now in condition for allowance. Favorable reconsideration under 37 C.F.R. § 1.112 is

respectfully requested. The Examiner is invited to telephone the undersigned to discuss any issues in this case in order to advance the prosecution thereof.

Respectfully submitted,

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